TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PayDay Service, LLC		10/17/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2674459	PAYDAY ONE
Registration Number:	2821354	PAYDAY ONE
Registration Number:	2817526	PAYDAY OK
Registration Number:	2820005	PAYDAY OK
Registration Number:	3126509	THE SMART CASH ADVANCE
Registration Number:	3126508	THE SMARTER CASH ADVANCE
Serial Number:	78960833	PAYDAY SELECT

CH $190.00 2674459

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gaby.lapus@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Gaby Lapus
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	68811.0017
NAME OF SUBMITTER:	Gaby Lapus
Signature:	/Gaby Lapus/
Date:	10/18/2006

Total Attachments: 7
source=SilvrptTrademark Security Agreement#page1.tif
source=SilvrptTrademark Security Agreement#page2.tif
source=SilvrptTrademark Security Agreement#page3.tif
source=SilvrptTrademark Security Agreement#page4.tif
source=SilvrptTrademark Security Agreement#page5.tif
source=SilvrptTrademark Security Agreement#page6.tif
source=SilvrptTrademark Security Agreement#page7.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Silver Point Finance, LLC ("Silver Point"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit and Guaranty Agreement dated as of October 17, 2006 (as the same may be modified from time to time, the "Credit Agreement") among PayDay Service, LLC, a Delaware limited liability company (the "Borrower"), PayDay One, LLC, a Delaware limited liability company ("PDO"), Payday One Holdings, Inc., a Delaware corporation and the parent of the Borrower and the other Grantors ("Holdings"), certain Subsidiaries of the Borrower, as guarantors, the Lenders from time to time party thereto and Silver Point, as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark ("Trademark Licenses"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals, reissues and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

(a) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PayDay Service, LLC,
as Company

By: PayDay One Holdings, Inc.,
as Sole Member

By: _____
Name: Kenneth E. Rees
Title: President

PayDay One, LLC,
as PDO

By: PayDay One Holdings, Inc.,
as Sole Member

By: _____
Name: Kenneth E. Rees
Title: President

PayDay One Holdings, Inc.,
as Holdings

By: _____
Name: Kenneth E. Rees
Title: President

PayDay One XL, LLC
PayDay One Express, LLC
PayDay OK, LLC
PayDay Finance, LLC
PayDay Select, LLC
PayDay Select of Delaware, LLC
PayDay OK of Delaware, LLC
as Subsidiary Guarantors

By: PayDay One Holdings, Inc., as Sole Member of each of the above-named entities

By: _____
Name: Kenneth E. Rees
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

PayDay OK, LLC
PDO Financial, LLC
PayDay One of Alabama, LLC
PayDay One of Arizona, LLC
PayDay One of California, LLC
PayDay One of Colorado, LLC
PayDay One of Delaware, LLC
PayDay One of District of Columbia, LLC
PayDay One of Florida, LLC
PayDay One of Hawaii, LLC
PayDay One of Idaho, LLC
PayDay One of Illinois, LLC
PayDay One of Indiana, LLC
PayDay One of Iowa, LLC
PayDay One of Kansas, LLC
PayDay One of Kentucky, LLC
PayDay One of Louisiana, LLC
PayDay One of Minnesota, LLC
PayDay One of Mississippi, LLC
PayDay One of Missouri, LLC
PayDay One of Montana, LLC
PayDay One of Nebraska, LLC
PayDay One of Nevada, LLC
PayDay One of New Hampshire, LLC
PayDay One of New Mexico, LLC
PayDay One of North Dakota, LLC
PayDay One of Ohio, LLC
PayDay One of Oklahoma, LLC
PayDay One of Oregon, LLC
PayDay One of Rhode Island, LLC
PayDay One of South Carolina, LLC
PayDay One of South Dakota, LLC
PayDay One of Tennessee, LLC
PayDay One of Utah, LLC
PayDay One of Virginia, LLC
PayDay One of Washington, LLC
PayDay One of Wisconsin, LLC
PayDay One of Wyoming, LLC,
as Subsidiary Guarantors

By: PayDay One, LLC, as Sole Member of
each of the above-named entities

By: _____
Name: Kenneth E. Rees
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Administrative Agent and Collateral Agent

By: _____
Name: Richard Petrilli
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____ __, 20__ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1) REGISTERED TRADEMARKS

Owner	Mark	Application Number	Registration Number
PayDay Service, LLC	PayDay One Design/Logo	76/332,470	2,674,459
PayDay Service, LLC	"PayDay One"	78/238,438	2,821,354
PayDay Service, LLC	"PayDay OK"	78/238,658	2,817,526
PayDay Service, LLC	PayDay OK Design/Logo	78/238,466	2,820,005
PayDay Service, LLC	"The Smart Cash Advance"	78/695,839	3,126,509
PayDay Service, LLC	"The Smarter Cash Advance"	78/695,825	3,126,508

2) TRADEMARK APPLICATIONS

Owner	Mark	Application Number	Registration Number
PayDay Service, LLC	"PayDay Select"	78/960,833	n/a

3) TRADEMARK LICENSES

None.